

Scott Koop

From: Paul LogicalMedia [paul@logicalmedia.com]
Sent: Tuesday, July 10, 2012 2:47 PM
To: Dr. Louis Genevie
Cc: Rachel Schremp; Brent Bell
Subject: Re: <no subject>
Follow Up Flag: Follow up
Flag Status: Flagged

Hi Lou,

Section 11-H still needs to be changed to "state of defendant" as well as "venue".

Regards,
Paul

On Mon, Jul 9, 2012 at 11:46 AM, Dr. Louis Genevie <lgenevie@litstrat.com> wrote:

Ok Paul, here is the contract with the revision. Please add the date you started at LM and your contact information, sign, scan and return to us.

Thanks,
Lou

Louis Genevie, Ph.D.
CEO LitStrat.com
New York – Miami
[917-873-6862](tel:917-873-6862) (Cell)
www.LitStrat.com

From: Paul LogicalMedia <paul@logicalmedia.com>
To: Genevie Louis <lgenevie@litstrat.com>
Cc: Rachel Schremp <rschremp@litstrat.com>, Brent Bell <brent@logicalmedia.com>
Subject: Re: <no subject>

That is agreeable and then it would be on me to prove I had an existing relationship with them.

Please send through the agreement with these revisions.

Thanks and have a great weekend!

Paul

On Thu, Jul 5, 2012 at 5:15 PM, Dr. Louis Genevie <lgenevie@litstrat.com> wrote:

Paul, here is what you wrote below: "I believe it is more realistic for us to list the companies/clients/advertisers that I have brought on at Logical Media and agree that I cannot work with them for 12 months."

I will agree to this, although the list is a matter of record, so no list is needed in the contract. We'll just say: the prohibition extends to any advertiser that you bring to LM. Acceptable?

6/27/2013

Lou

Louis Genevie, Ph.D.
CEO LitStrat.com
New York – Miami
[917-873-6862](tel:917-873-6862) (Cell)
www.LitStrat.com

From: Paul LogicalMedia <paul@logicalmedia.com>
To: Genevie Louis <lgenevie@litstrat.com>
Cc: Rachel Schremp <rschremp@litstrat.com>, Brent Bell <brent@logicalmedia.com>
Subject: Re: <no subject>

Ok - would you like all campaigns since I have been with Logical or currently active campaigns?

On Thu, Jul 5, 2012 at 1:17 PM, Dr. Louis Genevie <lgenevie@litstrat.com> wrote:

No, just ones that you have actually done business with personally and that you wish to be excluded from the disputed clause in the contract.

Louis Genevie, Ph.D.
CEO LitStrat.com
New York – Miami
[917-873-6862](tel:917-873-6862) (Cell)
www.LitStrat.com

From: Paul LogicalMedia <paul@logicalmedia.com>
To: Genevie Louis <lgenevie@litstrat.com>
Cc: Rachel Schremp <rschremp@litstrat.com>, Brent Bell <brent@logicalmedia.com>
Subject: Re: <no subject>

I am not sure I understand, you would like me to provide a list of my industry contacts for the last 12 years?

Thanks,
Paul

On Thu, Jul 5, 2012 at 12:38 PM, Dr. Louis Genevie <lgenevie@litstrat.com> wrote:

Paul, I would accept a verifiable list of the professional relationships you claim prior to joining the firm. Is this acceptable to you?

Please lets me know.

Thanks,
Lou

Louis Genevie, Ph.D.
CEO LitStrat.com
New York – Miami
[917-873-6862](tel:917-873-6862) (Cell)
www.LitStrat.com

From: Paul LogicalMedia <paul@logicalmedia.com>
To: Genevieve Louis <lgenevieve@litstrat.com>
Cc: Rachel Schremp <rschremp@litstrat.com>, Brent Bell <brent@logicalmedia.com>
Subject: Re: <no subject>

I am sorry for the delay in getting back to you on this, but I have been back and forth with my attorney to try and come up with the best resolution for both sides.

The way the Non-Solicitation is worded now, I cannot "*solicit, divert or appropriate or attempt to solicit, divert or appropriate any actual or Advertiser, customer, client, affiliate or licensee of Company (collectively, "**Customer**") for the purpose of providing the Customer with services or products competitive with those offered by Company.*"

This clause is not appropriate because I do not have knowledge of every Advertiser, customer, client, affiliate or licensee of Company for Logical Media. After speaking with Rachel last week, I completely understand the need for Logical Media to retain ownership of the relationships I was compensated to create, but this statement is too broad and opens me up to litigation if I contact companies I am unaware Logical Media works with in the future.

Since it is not realistic for Logical Media to provide me with a list of every advertiser or client they work with, I believe it is more realistic for us to list the companies/clients/advertisers that I have brought on at Logical Media and agree that I cannot work with them for 12 months. This is even concerning to me because an example of an agency such as iMarketing. I have worked with for over 8 years on different campaigns and I do not think it is reasonable that I cannot work with them for 12 months after my time with Logical Media.

Would you be willing to list companies such as MySavings, ePrize etc that this agreement would represent?

Please understand this is the first time I have ever been asked to sign an agreement like this and I am not taking it lightly. My attorney advised me that it is against my best interest to consider signing this due to the nature of our industry, but I am doing my best to try and come up with a solution that is fair and protective of all parties involved.

Regards,
Paul

On Wed, Jun 27, 2012 at 1:37 PM, Paul LogicalMedia <paul@logicalmedia.com> wrote:

I am sorry for the delay in responding to this. I send your revised agreement to my attorney and hope to have a response shortly from him.

There are a two general terms in the agreement I would like to discuss with you.

Commission Payment Changes

Over the course of my employment by Logical Media, I have worked with advertisers of a high standard that have paid for the media they contracted. I understand there is concern with a check issued to the wrong company name by one client, but I have never had a chargeback or a client not pay for their campaigns; I am not sure why my commission payment terms need to be changed at this time.

The number of late payments and errors made with the straight calculation on monthly billable amounts make me question the accuracy and timing of my commission with the proposed changes.

I would fully understand the need to change my commission policy if I had a track record of chargebacks, refunds, insufficient funds or credits by advertisers.

Non-Solicitation

Many of the clients I have brought on to Logical Media, and ones I continue to prospect, are companies I have worked with over my 10 year career. In the cpa/cpl world there are only so many companies at the top of the market and I have had a relationship with most of them. Agreeing to this term will limit my ability to earn a living if I am no longer employed by Logical Media.

On Thu, Jun 21, 2012 at 8:07 PM, Dr. Louis Genevie <lgenevie@litstrat.com> wrote:

Hi Paul, I've attached what I hope is a near final draft of our agreement. I believe I have dealt with all your concerns, but please let me know if I have failed to respond to anything.

If there are any remaining issues, let's talk about them. Otherwise, please accept the changes in the document and return to me.

Thanks,

Lou

Louis Genevie, Ph.D.

CEO LitStrat.com

New York – Miami

[917-873-6862](tel:917-873-6862) (Cell)

www.LitStrat.com

6/27/2013